



- **Board of Directors**
Organization, Personnel and Effectiveness

8/19/2025 Board Meeting

7-6

Subject

Authorize the General Manager to convert seventeen Operations and Maintenance Assistant positions at the Gene Pumping Plant from recurrent to regular part-time status with corresponding Position Control Numbers and Human Resources to take all necessary actions to implement the conversion, including negotiating any required language with the unions; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

In collaboration with the Offices of the General Manager, Human Resources, Diversity, Equity and Inclusion, Conveyance and Distribution, and AFSCME 1902, a voluntary pilot program to reorganize the Operations and Maintenance (O&M) Assistants Team has concluded. The results of the pilot program were initially shared with the Board in an April 2025 informational letter. In summary, the pilot program showed positive results and staff recommend the creation of seventeen (17) regular part-time position control numbers (PCNs), equivalent to 8.5 Full-Time Equivalent PCNs. The seventeen (17) recurrent O&M Assistants based at Gene Pumping Plant, who do not currently have PCNs, would be converted from recurrent status to regular part-time status, with benefits, using the newly created PCNs. To facilitate this conversion, language updates to the AFSCME 1902 MOU are required.

The Facilities Services Team at the Gene Pumping Plant is comprised entirely of recurrent workers. The existing format of the recurrent program designates employees with on-call work which results in unstable work schedules and inconsistent work hours. Under the current program format, managers have difficulty forecasting resource availability, managing costs, and responding to changing business needs. The pilot program made significant revisions to the existing program and guaranteed 20-hour work weeks, transparent scheduling systems, more precise reporting structures, and afforded management a greater ability to cross-train staff and redeploy resources as necessary. The pilot program also resulted in wage stabilization for the employees through standardized scheduled hours. Based on eighteen months of utilizing the pilot program, staff recommends permanently adopting the piloted recurrent program structure and converting recurrent positions to regular part-time status. The annual budgeted cost of converting the recurrent positions to regular part-time status is approximately \$509,000 in Fiscal Year 2025/26, which will be managed through existing appropriations in the current budget cycle. Pay grades, salary schedules, benefits, and management costs will remain at current levels. The cost of the new program is approximately \$1.2 million and will be fully incorporated into the next biennium budget.

Proposed Action(s)/Recommendation(s) and Options

Staff Recommendation: Option #1**Option #1**

Authorize the General Manager to convert seventeen Operations and Maintenance Assistant positions at the Gene Pumping Plant from recurrent to regular part-time status with corresponding Position Control Numbers and Human Resources to take all necessary actions to implement the conversion, including negotiating any required language with the unions.

Fiscal Impact: The annual budgeted cost of converting the recurrent positions to permanent part-time status is approximately \$509,000 in Fiscal Year 2025/26, which will be managed through existing appropriations in the current Conveyance and Distribution budget. If approved, the cost of the new program is approximately \$1.2 million and will be fully incorporated into the next biennium budget.

Business Analysis: The conversion of the O&M Assistants to regular part-time employees strengthens Metropolitan's ability to maintain and improve business continuity through transparent scheduling systems, more precise reporting structures, and a greater ability to cross-train and redeploy resources.

Option #2

Take no action

Fiscal Impact: No change

Business Analysis: Difficulty forecasting resource availability, resulting in challenges to deployment of staff to meet business needs. Impacts to staff include employee loss of health benefits and unstable work schedules.

Alternatives Considered

Not applicable

Applicable Policy

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

Related Board Action(s)/Future Action(s)

None

Summary of Outreach Completed

The voluntary pilot program was the result of multiple employee town hall meetings at Gene Camp with O&M Assistants, individual and group interviews throughout the Operations Groups' chain of command, including the Assistant General Manager (AGM), and input from union representatives. Over forty employees and managers provided input in developing the pilot program.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not defined as a project under CEQA because it involves organizational, maintenance, or administrative activities; personnel-related actions; and/or general policy and procedure making that will not result in direct or indirect physical changes in the environment. (Public Resources Code Section 21065; State CEQA Guidelines Section 15378(b)(2) and (5)).

CEQA determination for Option #2:

None required

Details and Background

Background

The development of the voluntary pilot recurrent program was the result of multiple employee town hall meetings with O&M Assistants, individual and group interviews throughout the Water System Operations chain of command, including the AGM, and input from union representatives. Over forty employees and managers provided input in developing the pilot program.

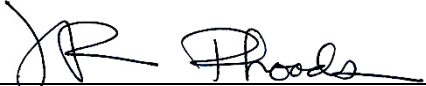
The pilot recurrent program was in operation for eighteen months and allowed management to more accurately forecast and address future business needs based on new data collection methods (utilization of a new scheduling application using MS Shifts) and to test various scenarios to meet changing business needs. As a result of multiple benefits identified in the pilot (outlined below), staff recommends conversion from the pilot program to a regular team structure for the recurrent employees. The key benefits and attributes of the recommended program are outlined below.

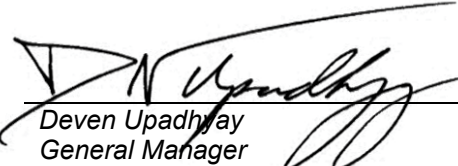
Scheduling and Work Hours: Newly established employee work schedules of twenty hours per week will allow managers greater ability to cross-train employees and increase the ability to forecast potential labor shortages.

Policy Compliance: A sideletter agreement with AFSCME 1902 with updated work and labor guidelines (**Attachment 1**). Perceptions of favoritism were reduced by ninety percent, including concerns regarding recurrent employees working out of class. Managers now have a centralized scheduling system to review work assignments for compliance with worker accommodations.

Service Demand: The pilot program addressed unmet service requests from plant managers by reestablishing a complete list of work duties in concurrence with standing job descriptions, previously scaled back during the COVID-19 pandemic. New data collection allowed managers to spot demand trends and emerging business needs with enough time to adjust resources.

Financial Impact: Conversion costs will be managed through existing budget appropriations. Converting seventeen (17) recurrent positions equates to eight and a half (8.5) regular full-time employees. Salary grades, base salary, benefits, and management will remain at current levels.


JR Rhoads
Group Manager
Conveyance and Distribution
8/12/2025
Date


Deven Upadhyay
General Manager
8/12/2025
Date

Attachment 1 – AFSCME Recurrent 2023 Pilot Sideletter 6723

SIDELETTER OF AGREEMENT**RE: RECURRENT CATEGORY WORK SCHEDULE PILOT**

Between the AFSCME Local 1902 and Metropolitan Water District of Southern California

This sideletter memorializes the parties mutual agreement to create a work schedule pilot program with guaranteed minimum work days/hours for employees within Category E employment (“recurrent”) as defined in §4.11.1.E. of the AFSCME Local 1902 (“AFSCME”) memorandum of understanding (“MOU”) with the Metropolitan Water District of Southern California (“District”). The terms of agreement reached between the parties will not change any currently negotiated provisions of the MOU, Operating Policy, Recurrent Holiday Leave agreement, including benefits, retirement, and other terms and conditions of employment except where noted in the agreement below.

The purpose of the program is to meet the business needs of the District while also providing a transparent, objective, and fair scheduling process for the Category E employees. The information collected will assist in determining if a permanent program can be created to address the needs of employees and the District moving forward.

Further, as participants in the pilot program, all participants shall receive priority for available work, ahead of employees not in the pilot program.

The parties have met and conferred in good faith and reached an agreement regarding the pilot and its terms as follows:

Pilot Participation

The parties have agreed that pilot program participation shall be on a voluntary basis, employees who choose to participate in the program shall be placed on a seniority list separate and apart from the traditional recurrent seniority list.

The parties understand that a minimum of 10 participants allows this pilot program to work as intended. If less than 10 employees participate, the parties will meet and determine how to proceed with a modified pilot program.

A pilot program volunteer sign up shall occur June 7-21, 2023. Once the volunteer window closes then no further employees will be permitted to enter the program.

Participants in the pilot may opt-out of the program at any time with notice to the team manager in writing via email; once an employee opts-out of the pilot they are not permitted to re-enter the program.

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Pilot Term

The pilot shall begin June 7, 2023, with the solicitation of volunteers, with pilot schedules beginning July 1, 2023 and will terminate January 20, 2024, unless the parties mutually agree to extend or make pilot a permanent program with the option for employees to transition to the new program.

Employees currently employed under Category E of the MOU shall not be terminated or laid off from their current position because they choose not to participate in the pilot.

Work Schedule Types

All participants in the pilot shall be guaranteed at least two (2) working days per week with shifts being 10 hours in duration during the hours of 0600-1630. Participants in the recurrent pilot shall have the following schedule options available depending upon the number of participants in the program:

10 volunteers

Monday/Tuesday, Tuesday/Wednesday, Wednesday/Thursday and Thursday/Friday, and Monday/Friday. There shall be two employees working schedules each day unless an odd number of employees participate in which there could be 1-3 working each day.

More than 10 volunteers

Monday/Tuesday, Tuesday/Wednesday, Wednesday/Thursday, Thursday/Friday, Monday/Friday, Friday/Saturday, Saturday/Sunday, Sunday/Monday. If more than 10 employees participate there will be at least two (2) employees working each day with as much as 5 per day depending on participation level.

Volunteer Solicitation

On June 7, 2023, the appropriate Team Manager shall email employees in Category E employment soliciting volunteers and include the following information: Schedules available for 10 participants, schedules for more than 10 participants how schedules will be assigned to employees, opening and closing dates to submit participation, date pilot schedules will begin and end, information regarding opt-out, days off, etc. Employee shall rank preferred two (2) day schedules from first to last preference.

Pilot Seniority List

SIDELETTER OF AGREEMENT

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Once the volunteer response window closes at 4:30 p.m. on June 21, 2023, the team manager will determine the number of volunteer participants in the program. If 10 or more employees participate, then a seniority list will be created of only the volunteers.

Once the seniority list is drafted and schedule days/shifts determined, the manager will email, as soon as possible, the list along with employee preferences to AFSCME and Human Resources.

The manager shall then begin with the most senior employee (lowest employee number) from the volunteer list and assign them a schedule based upon their preference. This process shall repeat itself working down the seniority list until all volunteers are assigned their fixed work days/shifts.

Regular Work Schedule Notification

All participants who volunteer for the pilot shall submit their interest to participate along with their schedule preferences in ranked order. Once the opt-in period has closed, the manager will build all the regular schedules, input the information into MS Shift, and notify employees by June 28, 2023 or sooner, via email. Once an employee is established on a schedule, the scheduled days shall not change during the pilot.

Scheduling Software

A scheduling system, MS Shift, which is used as part of Microsoft Teams Calendar, will be used during the pilot as it relates to schedules and work assignments. Employees will be able to see all participants assigned work schedules, input additional work availability, see work type assignments (work type on the fixed days will be determined on the day of the shift and can include changing priorities during the day), as well as their team members. The Manager will be able to assign shifts, work type and track work.

The district will continue with its development of a third-party application which is useable on computers/tablets/mobile devices and allow for additional functionality and features; this application will not be used for the pilot unless the parties mutually agree.

Minimum Weekly Hours and Days Assignment

All participants will be guaranteed a minimum of 20 working hours per week utilizing two-day schedules per week each consisting of 10 hours in length. Volunteers may elect to be available as many other days/shifts as they would like; preference shall be provided first to pilot participants then to non-pilot participants on the recurrent seniority list.

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Additional Shifts/Work

Employees within the pilot program will utilize the MS Shift app to input additional availability; all additional shifts/work will be a minimum of four (4) hours. Employee additional availability will be input into MS Shift for all of the following month.

Example: John will submit their additional availability for the month of August by July 1.

Employees in the pilot may adjust their availability in MS Shift up to two weeks prior to the date of availability being changed.

Example: if John works every Monday/Tuesday and states they are available for every other day of the week, and a personal matter arises, John can remove availability in MS Shift up to two weeks prior to that/those date(s) occurring.

Pilot participants who decline additional assignments within the two (2) week window shall receive a non-punitive decline assignment in data reporting unless they utilize leave; it shall not impact additional work availability. Employees shall be offered additional shifts by 4:30 p.m. the day prior to the work occurring. Any offer for additional shifts not made the day prior shall not count as a declined assignment.

Additionally, if an employee opts-out of the pilot program then the days/hours shall be made available to other employees in the pilot program as additional hours to be distributed based on availability and seniority.

It should be noted that at times an additional afternoon/evening shift may be available when business needs necessitate; these assignments will be noted in MS Shift.

Employees not in the pilot program will only be offered work when the seniority/availability list of pilot participants has been exhausted.

Extension of Shifts

Employees regular recurring scheduled shifts can be extended up to 2 hours to complete tasks and additional work, but it must be related to their assigned/scheduled work for the day, when requested by the manager due to a business need. If the person who is performing the work is unable to work for an additional two (2) hours, then the work will be offered to persons already on site based upon seniority.

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Any additional work exceeding two (2) hours on the same day shall require use of the availability and seniority list as if it is an additional shift.

Work Assignments & Locations

The current team managers over recurrents shall administer the pilot program. No other manager may add, modify, or cancel work schedules or assignments. If a manager needs additional assistance from the pilot program participants, then they must contact the pilot program manager and make the request. Pilot program participants shall not serve as an intermediary or designee on behalf of another manager requesting assistance from the program.

All participants in the pilot program shall receive priority for all additional work/assignments above other recurrents employees not in the pilot. All employees shall be considered assigned to Gene Camp. Types of work assignments will be assigned as it is available and updated in MS Shift; work type preferences shall not be a consideration. Employees in the pilot will arrive at work and review their work assignments for the day in MS Shift. Any changes to work assignments in MS Shift by the manager shall be noted in MS Shift.

Employees do not get to decide the types of work assignments they will perform unless, they have accommodation on file which restricts or limits their ability to perform types of work.

Training

No pilot participant will be expected to perform work for which they have not received training and/or On the Job Training (OJT). All participants in the pilot program shall receive training on how to use MS Shift properly and effectively; this training will occur on June 28, 2023.

If a participant has not received training necessary to perform a work assignment, they shall notify their team manager as soon as possible via email so the manager can reassign the employee and setup appropriate training.

The team manager shall schedule any necessary training as soon as possible and any training that does not fall on a participant's regular day shall be considered additional work, i.e., employees can be brought in on other availability they put into MS Shift.

Cook Work Assignments

Because cooking positions require a level of knowledge, skills, and abilities, not required of the current classification, the parties have agreed to the following process for assessing a participants eligibility to perform cook work, which will include compensation at the Chief

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Cook classification. Pilot participants who pass the assessment shall receive priority for all cook work over those not in the pilot.

Employees taking the assessment shall first be assessed for health and safety code violations by the Chief Cook on a pass/fail basis. If successful, employees will be assessed by one (1) person selected by management and one by the Union; the assessment shall be graded on a pass/fail basis. Persons passing the assessment shall be placed in the cooking rotation during the pilot. The terms of proctoring, grading and Pass/Fail determinations shall be mutual agreed upon by AFSCME and the District prior to the first assessment in July 2023.

The assessments will be made available during the months of July 2023 and September 2023. Cook training/practice will be made available to pilot program participants on at least four (4) occasions which will occur between July 1, 2023, and August 27, 2023; this in preparation for employees to take a cooking assessment during the month of September.

For those participants that do not desire to utilize the training/practice may take the cooking assessment during the month of July 2023

Employees will receive a pass/fail rating on the assessment, and it will be proctored by 1 (one) representative selected by management and one (1) by AFSCME. The parties will provide their proctor to one another by July 1, 2023.

Employees that take the test in July will be allowed to re-take the test in September but will not take the same test (i.e., will not cook the same meal).

The cooking assessment shall not impact an employee's ability to perform cook work in the future; the assessment requirement shall end when the pilot ends.

Tour Requirements

During the tour season, typically September to April timeframe, participants in the pilot program shall be required to have availability for at least **2** tour weekends per month.

Declining Work, Leave Accruals, Leave Usage, Holidays, Overtime

Employees in the pilot program are not permitted to decline types of work which they are assigned unless they lack training, do not have the ability to perform the work, an accommodation on file, or an unsafe condition exists which should be immediately reported to their supervisor.

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Employees in the pilot shall continue to accrue and utilize leaves as they have historically done per the MOU and Recurrent Holiday Leave sideletter. Employees whose work schedule requires them to work a holiday shall receive holiday pay and overtime for all hours actually worked on the holiday in accordance with the Recurrent Leave Agreement.

Employees within the pilot shall receive overtime compensation for more than 40 hours in a week.

Employees may take leave if they cannot work their regular recurring workdays and requests shall follow the MOU requirements.

Participants may not swap scheduled work days/assignments. If a participant cannot work or perform an assignment they shall notify the team manager as soon as possible.

Data Collected

The parties have agreed that the District will share all collected data during the pilot with AFSCME on an ongoing monthly basis via email in accordance with the law and privacy protections.

4-month Pilot Program Review

The parties agree to, and will meet on November 1, 2023, to discuss and review data at a minimum, functionality of program, whether changes need to be made to the program, whether to continue the pilot as a permanent program and if so, bargain necessary changes to job descriptions, compensation, benefits, terms moving forward, transition to another category of employment, volunteers, apps/software, data to be tracked, and options for those who did not participate in the program and any other impacts and/or changes to wages, benefits, and terms and conditions of employment. The parties shall complete this process by December 6, 2023, unless they mutually agree to extend said timeframe.

Regardless of whether the pilot becomes permanent or not, Category E employment shall not be discontinued unless mutual agreement between the parties occurs. Further, no employee in Category E shall be laid off, terminated, or removed from employment if they do not participate in the pilot or a potential permanent program negotiated by the parties. The parties agree that the pilot program will not be the cause or the reason for the termination of Category E employment and the District acknowledges that any changes to Category E employment is subject to bargaining with AFSCME.

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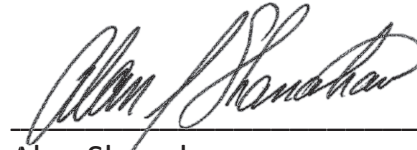
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Dispute Resolution Process

Because this is a Side Letter covering a short-term pilot program, the parties mutually agree that if a dispute arises regarding interpretation of this Side Letter, they shall first meet to discuss such disputes prior to going through the Grievance Process and that consideration shall be given to whether the terms of the Pilot should be modified.

Termination of Program

The parties mutually agree that if a written and signed successor or extension agreement is not in place at the conclusion of the pilot (January 20, 2024) the status quo prior to the pilot shall return for all employees in the pilot and they shall be permitted to submit availability to work for February and work their scheduled days through the month of January.

For the District:**For the Union:**

Gifty Beets

Alan Shanahan

Employee Relations Section Mgr.

Executive President

6/7/23

Date

June 07, 2023

Date